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Pullman Incorporated

SEP 27 10 38 AM '76

200 South Michigan Avenue
Chicago, Illinois 60604
(312) 322-7049
Telex 25-4036

I.C.C.
FEE OPERATION BR.

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FEE OPERATION BR.
September 27, 1976

RECORDATION NO. 7970-B Filed & Recorded

William O. Eldridge
Attorney

SEP 27 1976 - 10 45 AM

Secretary
Interstate Commerce Commission
Washington, D. C. 20423

6-271-052

RE: SECTION 20c FILING, PULLMAN TRANSPORT LEASING
COMPANY
SUPPLEMENTAL AGREEMENT NO. 2
EQUIPMENT TRUST AGREEMENT, DATED AS OF JUNE
15, 1976 (SERIES 6)

Date SEP 27 1976
Fee \$ 10-

Dear Mr. Secretary:

Enclosed for recording under Section 20c of the Interstate Commerce Act are executed counterparts Numbers 1, 2 and 3 of the Supplemental Agreement No. 2, (hereinafter referred to as the "Supplement"), dated as of June 15, 1976 to the Equipment Trust Agreement, (hereinafter referred to as the "Agreement"), dated as of June 15, 1976 between The First National Bank of Chicago, as Trustee, One First National Plaza, Chicago, Illinois, 60670, and Pullman Transport Leasing Company, 200 South Michigan Avenue, Chicago, Illinois, 60604. The Agreement was filed with the Commission on June 20, 1975 and was assigned Recordation Number 7970. Supplemental Agreement No. 1 dated as of January 20, 1976 was filed with the Commission on July 12, 1976, and was assigned Recordation No. 7970-A.

ICC Washington, D. C.

Under the Agreement, the Trustee leases the Trust Equipment described therein to the Pullman Transport Leasing Company.

Thirteen of the units of Trust Equipment covered by the Equipment Trust Agreement, as amended, have become worn out, unsuitable for use, lost or destroyed. Pullman Leasing Company wishes to delete such units from the Equipment Trust Agreement and to substitute therefor nine units of railroad equipment in accordance with the provisions of Section 5.06 of the Equipment Trust Agreement, as amended. Supplemental Agreement No. 2 covers such deletion and substitution.

John Lawrence Jr.
Countersigned



September 21, 1976

(Series 6)

Page -2-

I am also enclosing a Pullman Leasing Company check payable to the order of the Interstate Commerce Commission in the amount of \$10.00 as the recording fee for recording Supplemental Agreement No. 2.

Pursuant to the Commission's rules and regulations for recording of certain documents under Section 20c of the Interstate Commerce Act, please duly file two of the enclosed counterparts for record in your office and return the remaining copy, together with the Certificate of Recording, to the messenger making this delivery.

If you have any question concerning this request, please call me collect.

Very truly yours,

WOE:mar

Enclosures

Interstate Commerce Commission

Washington, D.C. 20423

7970

OFFICE OF THE SECRETARY

September 24, 1976

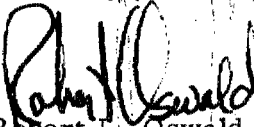
9/27/76

William O. Eldrige, Atty.
Pullman Incorporated
200 South Michigan Avenue
Chicago, Illinois 60604

Dear Sir:

The enclosed document(s) was recorded pursuant to the
provisions of Section 20(c) of the Interstate Commerce Act,
49 U.S.C. 20(c), on 9/27/76 at 11:50:45am,
and assigned recordation number(s) 7970-B
8462-C

Sincerely yours,


Robert L. Oswald
Secretary

Enclosure(s)

SE-30
(5/76)

RECORDATION NO. 7974-B
Filed & Recorded

SEP 27 1976 - 10 45 AM

INTERSTATE COMMERCE COMMISSION

EXECUTED IN 10 COUNTERPARTS

COUNTERPART NO. 2

PULLMAN TRANSPORT LEASING COMPANY

EQUIPMENT TRUST

(Series 6)

SUPPLEMENTAL AGREEMENT NO. 2

Dated as of June 15, 1976

TO

Equipment Trust Agreement

Dated as of June 15, 1975

BY AND BETWEEN

The First National Bank of Chicago

Trustee

AND

Pullman Transport Leasing Company

SUPPLEMENTAL AGREEMENT NO. 2

EQUIPMENT TRUST AGREEMENT

DATED AS OF JUNE 15, 1975

(Series 6)

This Supplemental Agreement, (hereinafter called the "Supplemental Agreement"), dated as of June 15, 1976 , by and between The First National Bank of Chicago, a national banking association incorporated and existing under the laws of the United States, as Trustee, (hereinafter called the "Trustee"), and Pullman Leasing Company, formerly known as Pullman Transport Leasing Company, a corporation duly organized and existing under the laws of the State of Delaware, (hereinafter called the "Company").

WHEREAS, the Trustee, as Trustee, and the Company entered into an Equipment Trust Agreement dated as of June 15, 1975 and have heretofore amended such Equipment Trust Agreement, (which Equipment Trust Agreement as so amended is hereinafter called the "Equipment Trust Agreement"); and

WHEREAS, several units of the Trust Equipment, as defined in the Equipment Trust Agreement have become worn out, unsuitable for use, lost or destroyed and have been reported by the Company to the Trustee as required by Section 5.08 of the Equipment Trust Agreement; and

WHEREAS, in accordance with Section 5.06 of the Equipment Trust Agreement, the Company wishes to convey to the Trustee other Equipment, as defined in the Equipment Trust Agreement, which has a value to the Company of not less than the value of such units of Trust Equipment which have become worn out, unsuitable for use, lost or destroyed in lieu of delivering to the Trustee cash equal to the value of such units of Trust Equipment;

WHEREAS, Section 12.01 of the Equipment Trust Agreement authorizes the Trustee and the Company to enter into

an agreement or agreements supplemental to the Equipment Trust Agreement which do not adversely affect the interests of the holders of Trust Certificates, as defined in the Equipment Trust Agreement, without the consent of such holders; and

WHEREAS, the Trustee and the Company desire to enter into the Supplemental Agreement to permit such substitution of such units of Equipment for such units of Trust Equipment.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Trustee and the Company agree as follows:

1. Attached hereto as Schedule A is a list of units of Trust Equipment which have become worn out, unsuitable for use, lost or destroyed since June 15, 1975 . Each of such units of Trust Agreement are hereby deleted from Schedule 1 to the Equipment Trust Agreement.

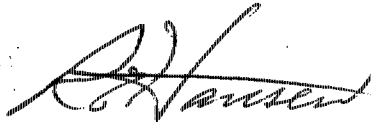
2. Attached hereto as Schedule B is a list of units of Equipment which are to be conveyed by the Company to the Trustee in accordance with Section 5.06 of the Equipment Trust Agreement in substitution for the units of Trust Equipment listed in Schedule A hereto. Upon such conveyance by the Company, such units of Equipment shall be substituted for units of Trust Equipment listed in Schedule A hereto and shall become Trust Equipment.

3. The Equipment Trust Agreement, as further amended by the Supplemental Agreement, shall continue in full force and effect.

In Witness Whereof, the Trustee and the Company have caused their names to be signed hereto by their respective

officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

Attest:



Trust Officer

The First National Bank of Chicago

By 

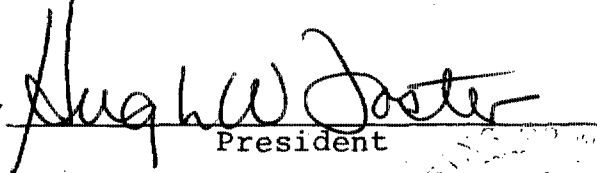
Assistant Vice President

Attest:

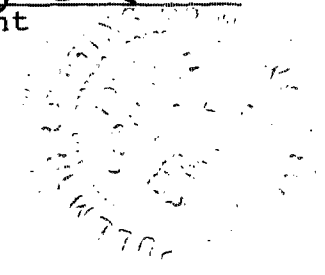


Assistant Secretary

Pullman Leasing Company

By 

President



STATE OF *Illinois*)
COUNTY OF *Cook*) SS.:

On this *15th* day of *July*, 1976, before me
personally came *A.R. Bohm*, to me known,
who, being by me duly sworn, says that he resides at *224*
Bushbridge Road, Cary Illinois, that he is *an*
Assistant Vice President of , one of the
corporations described in and which executed the foregoing
instrument; that he knows the seal of said corporation; that
the seal affixed to said instrument is such corporate seal;
that it was so affixed by authority of the Board of Directors
of said corporation, and that he signed his name thereto by
like authority.

MY COMMISSION EXPIRES JUNE 4, 1980

L. Papig
Notary Public

STATE OF ILLINOIS,)
COUNTY OF COOK,) SS.:

On this *22nd* day of *June*, 1976, before me
personally came Hugh W. Foster, to me known, who, being by me
duly sworn, says that he resides at 200 South Michigan Avenue,
Chicago, Illinois, that he is the President of PULLMAN LEASING
COMPANY, one of the corporations described in and which executed
the foregoing instrument; that he knows the seal of said cor-
poration; that the seal affixed to said instrument is such
corporate seal; that it was so affixed by order of the Board
of Directors of said corporation, and that he signed his name
thereto by like order.

Margarette Amstrong
Notary Public

My Commission Expires: *5/15/79*

SCHEDULE A
EQUIPMENT TRUST AGREEMENT
DATED AS OF JUNE 15, 1975
(Series 6)

| <u>Quantity</u> | <u>Description</u> | <u>Car Numbers</u> | <u>Fair Value</u> | <u>Equipment first put into use not later than</u> |
|-----------------|---|---|---------------------|--|
| 2 | 23500 gallon Insulated Tank Car | PTLX 223601; 223639 | \$ 46,609.80 | June, 1974 |
| 1 | 4750 cu. ft., 100 Ton Covered Hopper Car | PTLX 15688 | \$ 20,438.20 | October, 1974 |
| 1 | 4750 cu. ft., 100 Ton Covered Hopper Car | PTLX 14909 | \$ 19,123.84 | August, 1974 |
| 1 | 4750 cu. ft., 100 Ton Covered Hopper Car | PTLX 14767 | \$ 19,123.90 | July, 1974 |
| 3 | 4750 cu. ft., 100 Ton Covered Hopper Car | PTLX 14182; 14386; 14362 | \$ 55,377.23 | June, 1974 |
| 5 | 4750 cu. ft., 100 Ton Covered Hopper Car | PTLX 14437; 14441; 14473; 14685; 34548 | \$ 85,913.09 | May, 1974 |
| 13 | | | <u>\$246,586.06</u> | |

SCHEDULE B
EQUIPMENT TRUST AGREEMENT
DATED AS OF JUNE 15, 1975
(Series 6)

| <u>Quantity</u> | <u>Description</u> | <u>Car Numbers</u> | <u>Original Cost</u> | <u>Fair Value</u> | <u>Equipment first put into use not later than</u> |
|-----------------|--|---|----------------------|-------------------|--|
| 9 | 23500 gallon insulated, Tank Car | PTLX 223707 to 223715, both inclusive | \$281,541.96 | \$267,216.84 | December, 1974 |